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## PB1709-The Hunters' Guide to a Successful Hunt Lease

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# The Hunters' Guide to a Successful Hunt Lease



# The Hunters' Guide to a Successful Hunt Lease

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**M**ost information concerning hunt leases is directed toward landowners and how they might find the “right” hunting group to earn additional income by leasing the hunting rights on their property. Unfortunately, little information is available to help you (the hunter) find and/or manage a hunt lease. Many hunting clubs have disbanded because of disputes with landowners, each other and/or neighboring clubs or groups. Still more have had high expectations for their club, only to be disappointed when attempts to manage the club and associated lands fail.

If you fall into one of these categories, or plan to lease land for hunting in the near future, continue reading. Following the steps listed below should help you meet your goals and enjoy a quality hunting experience. Before starting, it is important to realize that some steps are more applicable to certain properties than others, and that each lease has its own set of “problems.” For example, properties leased for hunting vary widely, from a 100-acre farm tract with 75 percent open ground surrounded by suburbia, to a 10,000 (or more)-acre tract of unbroken forest, to a three-acre beaver pond leased for duck hunting.

## Finding the “best” property

**F**inding the right piece of property to lease for hunting can be difficult. Landowners rarely advertise their wish to lease property for hunting in the local newspaper, but that should not keep you from advertising your desire to lease property for hunting. Deer hunters may be surprised at how many calls they get from farmers or homeowners who are having their soybeans or azaleas eaten by deer. Duck hunters can do the same, asking landowners if beavers are flooding their crops or timberland. Interest among landowners really increases when they realize the income from a duck lease is usually higher than the monetary value of a few acres of lost timber or corn!

Another approach to finding potential properties is to visit with county Extension agents and district conservationists with the Natural Resources Conservation Service (NRCS). These professionals are in contact

with landowners regularly and are reliable sources of information. County Extension agents, in particular, may be familiar with farmers who are interested in earning additional income through “alternative” sources, such as a hunt lease. Another contact for deer/duck hunters is the local Farm Bureau office. This office may have an up-to-date list of landowners in the county who are experiencing problems with crop depredation and flooding. Also, visit corporate timberland offices to obtain information on their hunt lease arrangements.

A common mistake many hunters make is leasing the first property that becomes available. Disappointment usually follows when they find little game or problems associated with poaching, trespassing and/or access. Some hunters fail to walk the property before signing a lease agreement and are surprised when they discover the topography is a series of hogback ridges

■ Advertisements can lead to more hunting spots.

■ **FARMERS:** Are you losing money because deer are eating your soybeans? I will pay YOU to help get rid of some of the deer! (phone number)

■ **HOMEOWNERS:** Are deer eating your flowers and shrubbery? Call for help! (phone number)

■ **Are BEAVERS** flooding your crops or timber? I will help recover your loss by paying to duck hunt! (phone number)

■ Interest among landowners really increases when they realize the income from a duck lease is usually higher than the monetary value of a few acres of lost timber or corn!

■ **Lessee** = you, the hunter.

■ **Lessor** = the landowner.

■ For those interested in a quality deer management (QDM) program, property size is a primary consideration. If a tract of appropriate size and shape is not available, you should consider forming a QDM cooperative agreement with surrounding landowners/lessees.

with steep ravines that provide little area for food plots or old field management. You should always walk over the property to evaluate it for yourself before entering into a lease agreement.

It is also important to find out if the property has been leased in the past. If so, by whom? Why is the property not leased now? Calling those who leased the property previously will provide additional information to make your decision. Some clubs cannot maintain a lease for more than a year without internal problems splitting the group. At the same time, some landowners do not make good partnerships, regardless of how accommodating the lessees are. Checking on the past history of property that has been leased is important and can help you in making an informed decision. The county wildlife officer also may be able to provide useful information. Next, visit with adjacent property owners and lease holders. See what kind of land and wildlife management practices they are implementing and ask if poaching and trespassing are real problems. This may impact your final evaluation.

Consider the region in which you would like to lease property. For example, deer hunters shouldn't expect to see mature deer in areas where they are uncommon! Study harvest records available from the wildlife agency in the state you wish to hunt and find the region or counties where mature deer

(if that is a goal) or stable wild turkey populations already exist. If you are a duck hunter, look for areas within established flyways – naturally, this is where most of the ducks are going to be found in any given year. If this is not possible, or you wish to stay near home, there are other factors to consider as well.

You will not find quality hunting in areas with poor habitat or land-use practices that offer a low carrying capacity and poor nutrition. Extensively forested areas with little early successional habitat do not support the number of deer, turkeys, quail or rabbits found in areas with a diversity of habitat types. These areas offer ample food and cover resources throughout the year. Usually, a mix of mast-producing hardwoods interspersed with agricultural crops (e.g., corn, soybeans and/or alfalfa), old fields and brushy cover offer quality hunting for a variety of species.

For those interested in a quality deer management (QDM) program, property size is a primary consideration. [Note: for those interested in QDM, refer to **Quality Deer Management: Guidelines for Implementation**, PB 1643, available at your county Extension office.] Properties that are not large enough to encompass several individual buck home ranges (at least 2,000 contiguous acres), that are linear in shape or that are bisected by county roads and highways may produce less than anticipated results. If a tract of appropriate size and shape is not available, or you and your hunting buddies cannot afford to lease an area this size, then ask property owners adjoining the tract you are considering what type of deer management is implemented on their property. You may be able to form a QDM cooperative agreement. Certainly, you will be more satisfied with property surrounded by like-minded neighbors or where hunting is not allowed (e.g., a state park).

One final consideration is the landowner. It is paramount that lessees get along with and communicate with the landowner. **Remember, you do not own the land, but are only paying for the right to access and hunt on it.** A good relationship with the landowner can improve your leasing situation substantially. For example, cooperation might mean the difference in



It is important to remember that you do not own the land, but are only paying for the right to access and hunt on the property. A good relationship with the landowner will help ensure a successful hunting lease.



getting spring turkey hunting rights included along with deer hunting in the lease agreement. By working with the landowner, helping when and where appropriate, and not abusing the lease agreement, he or she will be much more willing to allow you (and perhaps even help) to implement habitat improvement practices. Cultivating a good relationship with the landowner can be just as productive as cultivating the land when it comes to meeting your management goals and objectives. For deer hunters, constructing a successful hunt club lease can be analogous to building a house. The relationship with the landowner is the footer; property management is the block foundation; club management is the subfloor; habitat management is the frame and roof; and deer (population) management is the interior finish.

## Property management

Once you have found the “perfect” property, it’s time to set the guidelines for a successful hunting club. These guidelines will vary according to lease type (i.e., deer lease vs. duck lease vs. small game lease); however, all begin with property management – not habitat management. Property and club management, though less exciting than habitat management, is more important in the early stages of developing a successful club lease.

Trespassing is a perennial problem for most hunt clubs and leased properties. It is essential that the boundary lines of the property be identified and marked appropriately with paint and signs explaining the land has been leased and identifying the club (or landowner) with a contact address and/or phone number. If boundary lines are not marked clearly, trespass problems are sure to persist and those caught trespassing cannot be prosecuted. On most properties, gates are necessary at entrances in order to keep “sightseers” out and reduce poaching. While trespassers may ignore signs, paints and gates, nothing deters trespassers more than the obvious presence of an adequate number of members distributed throughout the property. Clubs with a trespassing problem may recruit more members than

actually needed to maintain an obvious presence on the property. After 2 – 3 years, trespassing pressure usually subsides and membership can be lowered.



Posting boundary signs and monitoring large acreages is much easier if an adequate road system (including ATV trails) exists. Marking boundaries can be a problem on tracts that are vastly forested, especially in mountainous terrain. A lack of roads or trails may make certain areas of the property inaccessible to some club members and definitely limits habitat management efforts that require machinery. However, a lack of interior roads limits trespassing problems from ATVs. There is a balance between access and a quality hunting experience. Too many roads or trails can create problems. Lease holders should designate “legal” roads and trails for use with all-terrain vehicles (ATVs). Generally, a road or trail within 1/4 to 1 mile is adequate for access. Nonetheless, if a road system does exist, it certainly requires regular maintenance (i.e., daylighting, top-dressing, planting, etc.).

Other issues include: who is going to put up and maintain signs, gates and roads; who is responsible for the labor; and who is going to pay for the materials? It is best to develop a rough estimate of the labor and cost needed to set up and maintain the lease properly. These issues must be discussed with and approved by the landowner. Labor responsibilities among club members should be outlined in the lease agreement, with associated costs included in the annual lease fee. Obviously, this part of the lease fee wouldn’t be received by the landowner, but placed in an account set up for club activities. It is important to realize

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that almost all expenses incurred by a club are the same, whether there are two or 200 members. Expenses are variable according to the property leased. The number of members directly impacts the annual membership fee per hunter.

Club membership directly affects property and club management. How many people are enough or too many? This is a major consideration and, in some cases, it can be quite difficult to balance the club needs with hunter satisfaction. The appropriate number of members varies widely. The species hunted and cost of the lease are two initial considerations. For example, membership in a duck-hunting club is fairly obvious – how many does the blind(s) hold? Fewer members may mean better shooting for those present, if they can afford it. A deer-hunting club, however, usually needs more members. Property management on a large lease (>1,000 acres) can be extremely difficult without an adequate membership base. Deer-hunting clubs with too few members are not only unable to control and set up the lease properly, they also are not able to meet habitat or population management objectives, especially when a large doe harvest is needed. Increased member-

ship, however, can cause disenchantment among club members. Additional hunters may detract from the hunting experience for some members by “taking up” additional space on the property. This is even more pronounced when turkey hunting is an objective.

The number of members needed for a deer-hunting club to be successful depends on several factors, including management objectives, terrain (topography), type of road system, amount of cover, land use, habitat quality and habitat management needed, deer density, weapon restrictions (e.g., archery only), capability to kill an adequate number of does, type of member and additional species (e.g., wild turkeys) to be hunted. There are no hard and fast rules, but usually 12-15 members per 1,000 acres is a good starting point for most deer-hunting leases. The “best” number of members, however, may change over time. For example, as property control and deer management goals are met, fewer members may be necessary than when the club was formed. An example of how areas may vary is shown below.

## How many club members do you need?

<b>AREA 1</b> <i>Needs 6-8 members per 1,000 acres to meet management objectives</i>	<b>AREA 2</b> <i>Needs 18-20 members per 1,000 acres to meet management objectives</i>
50% open land	98% forested with “thickets”
rifle hunters	bow and blackpowder hunters
low incidence of trespassing	moderate to high trespassing rate
adequate road/trail system	limited access
diverse habitats (little management needed)	considerable habitat work needed
high percentage of blue-collar members (who generally hunt more often)	professional or white-collar members (who generally hunt less often)
opportunity to kill an adequate number of does during the rifle season	restricted ability to kill does during the rifle season
live close to the lease, AND/OR	live $\geq$ 2 hours from the lease AND/OR
cabin/camper is on the lease for hunters	no cabin or camper on the lease

Other factors that influence the amount an area is hunted include:

- 1) *Distance to the lease.* A long drive can determine how much the area is hunted.
- 2) *Amenities on the lease.* This also can influence a hunter's decision to make the trip. For example, an area is likely to be visited more times per year if a cabin with electricity and running water is present.
- 3) *Off-site considerations.* Are there motels, restaurants, gas and wildlife check-in stations nearby?

Even the quality of the road leading to the main gate can influence hunting pressure by club members. The thought of a winding, muddy, rutted-out, four-wheel-drive road can make a person want to roll over and pull the covers up when the alarm goes off at 3:30 a.m.!

## Club management

**W**ritten rules explaining membership policies and regulations help ensure a club's success. Special consideration should be given to the number of guests allowed, safety zones and requirements, camping, ATVs, deer management harvest guidelines, use and abuse of alcohol and drugs, obeying state hunting regulations and membership renewal. Unwritten or poorly prepared club rules can cause real problems for the membership and landowner/club relationship. Further, it is essential for the club to have a written agreement/contract with the landowner.

If you are considering entering an existing club, ask for a copy of the rules, regulations and policies and read them thoroughly. Make sure the rules apply to ALL members of the club. Usually, there is a direct correlation between how well a club functions and the detail of their

rules and regulations. Obtain a list of past and current members. Contact them and get their opinion of how the club is operated. When talking to past members, ask them why they left. Every club should have a process outlined where those members who cause problems and do not obey the rules can be voted out. The most successful clubs only consider accepting new members who have a "sponsor" club member. Potential members should be like-minded, relative to the club's management goals and objectives, and have a desire to be part of the club, not just looking for another place to hunt. On the other hand, clubs looking for new members should be searching for a new "team member," not just an added source of income. Successful clubs also hold regular club meetings (formal or informal), which serve many functions. Perhaps most importantly, regular meetings allow the membership to get to know one another better, but they also enable the membership to express concerns, plan events and collect/tally data collected from deer (or other species) killed and habitat managed. If the club you are considering doesn't do these things, it may be best to keep looking.

Liability is always a concern with a hunting lease, particularly for the landowner. Commonly, the fear of liability precludes landowners from entering a hunt lease agreement. To help lessen the landowner's anxiety, liability insurance can be purchased. This should contain an additional insured landowner option, protecting both parties against possible claims. It is also a good idea to offer the landowner a "hold harmless" agreement that releases him or her from any liability for actions taken while on the property. While this agreement does not relieve the landowner of liability associated with negligence, it does serve notice that you have assumed the risks associated with hunting on the property. This agreement can be incorporated into the lease (see Appendix A, Section III 10).

### Example:

I (We) the undersigned, do hereby assume all risks associated with hunting (and/or any other activity) and do hereby release (landowner) and all his/her properties and agents of any and all liability concerning me (us) while on (landowner's) property.

\_\_\_\_\_  
Signed (Lessee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (Lessor)

\_\_\_\_\_  
Date

## Habitat management

**R**egardless of land-use practice on the area you hunt (or plan to hunt), more than likely some type of habitat management is needed if you expect to see more ducks, rabbits or quail or watch the deer herd reach its genetic potential. Deer-hunting clubs, in particular, should strive to enhance habitat conditions during both warm and cool seasons in an effort to improve the health and structure of the deer herd, as well as the hunting. Many tools and techniques are used in managing habitats and this publication is not meant to address those specifically. However, it should be noted, though important, food plots are not the only (and in many cases, not the best) habitat management technique to be considered for a particular area. Club members should identify the limiting factor(s) (food, cover, water and/or space) on the property and manage accordingly using various techniques, such as prescribed fire, timber stand improvement, planting blocks of pines or native warm-season grasses and/or population reduction (e.g., with an overpopulated deer herd). Before beginning work on habitat management, two points should be clear: 1) habitat management practices are not possible unless approved by the landowner (one more reason why a good relationship with the landowner is important), and 2) the results of several habitat management practices (both vegetation response and animal response) may not be realized for a few years.

If you are interested in habitat management, make sure the other club members realize the benefits of improved habitat and are willing to work on associated projects together. Habitat management should not be prohibitively expensive, especially with cost-share options offered through Farm Bill legislation (e.g., the Conservation Reserve Program and Wildlife Habitat Improvement Program). Contact your local NRCS office for information on these and other programs designed to conserve natural resources. If you can't enroll in one of these programs, contact the Tennessee Wildlife Resources Agency (TWRA) and ask about their Farm Wildlife Program, which offers cost-share assistance to those implementing wildlife habitat improvement practices.

It is important that clubs make a commitment to improving habitat over the long-term, especially if improving the overall health and structure of the deer herd (and/or other wildlife) is an objective. If possible, habitat management should be implemented throughout the property (especially large tracts), not just in one half or corner where one or two members hunt. One sign of commitment is a written management plan developed for the property by a professional wildlife biologist. If you are considering joining an existing club, ask if such a plan has been completed, or if there is interest in developing a plan. Before drafting the management plan, be sure to consider the properties adjacent to the lease – this is often just as important as evaluating the habitat on the lease itself. Existing habitat or land-use practices on adjacent properties can determine what type of management you need to implement. For example, there may be little need to establish warm-season food plots for deer on a relatively small lease that has soybean fields on either side.

Many clubs plant "food plots" dominated by tall fescue or orchardgrass, when a patch of various weeds arising from the seed bank would serve wildlife much better. Before joining such a club, ask the members if they are interested in establishing **quality** food plots that would actually **benefit** wildlife – hopefully, they will be open to suggestion. An example of a quality food plot mixture in three different situations is listed below.

Cool-season annual forage plot mixture (per acre) for upland sites:

- 12 lbs. crimson cover
- 20 lbs. Austrian winter peas
- 15 lbs. oats

Cool-season perennial forage plot mixture (per acre) for bottomland sites:

- 5 lbs. ladino clover
- 8 lbs. red clover
- 2 lbs. dwarf essex rape
- 15 lbs. oats

Warm-season annual forage and grain plot mixture (per acre):

- 25 lbs. buckwheat
- 20 lbs. iron-clay cowpeas
- 5 lbs. peredovic sunflowers
- 2 lbs. dwarf essex rape

For further information on food plots, see ***Planting Chart for Wildlife Food Plots in Tennessee***, SP 550-A, available at your county Extension office.



## Deer herd/population management

**M**ost deer hunters today are interested in quality deer management [Note: QDM is a philosophy where deer herds are managed in a biologically and socially sound manner within existing habitat conditions, NOT a “trophy” program. For more information on QDM, see **Quality Deer Management: Guidelines for Implementation**, PB 1643, available at your county Extension office.] If you share this philosophy, then it is crucial you ask existing or other potential members if they follow or wish to implement a QDM program. If the club claims to be following QDM guidelines, ask to see their data. If they cannot readily show you harvest statistics (at least), they probably just think they are practicing QDM. If this information is collected, find out if it is being used to develop future harvest strategies, or if it is just thrown in a drawer. Without keeping accurate records and using the information gathered, it is impossible to manage a deer herd adequately. Ideally, data concerning antler characteristics collected from bucks killed should be used in determining harvest guidelines and restrictions used to protect yearling bucks on the property.

In addition to harvest data (i.e., age, weight, lactation, antler measurements, etc.), it is important for club members to keep deer-sighting cards with them whenever they are on the property. Over time, data from these sightings will show trends in population size and structure. Conducting a deer census using infrared-triggered remote cameras is another way to keep club member interest levels high and help them see the effect of their management efforts (i.e., pictures of mature bucks), not to mention the excellent demographic data (density, buck:doe and doe:fawn ratios) obtainable from these units.

## Types of hunt lease arrangements

**T**here are several types of hunt lease arrangements. The most common hunt lease is an annual recreational lease for all wildlife species (i.e., you can hunt whatever is legal), which is renewed in late spring or early summer (i.e., soon after turkey season so the landowner has plenty of time to find someone else to lease the property before the fall hunting season, if the current group does not renew the lease). The annual recreational lease might include other privileges in addition to hunting, such as camping, canoeing and fishing. This type of lease is usually most desirable because it allows access to the property throughout the year and enables the lessee to use the property for activities other than hunting. “Alternative activities” are, of course, up to the discretion of the landowner and should be explained in the written lease agreement.

Annual leases often evolve into multi-year or long-term agreements. Most often, this comes after the lessor – lessee relationship has been established and the landowner feels comfortable with those leasing the property. To help insure the possibility of a long-term lease, annual leases should include options for lease renewal upon expiration. Multi-year lease agreements are often desired when lessees conduct wildlife habitat improvement practices; help maintain roads, gates and fences; and patrol the leased property to guard against trespassers and poaching. These are all activities that help cultivate a lasting relationship with the landowner.

Seasonal leases typically give hunters access to the property to hunt for one species only. This sometimes allows the landowner to make more money from the resources present on the property. This is not a favorable lease for many hunters, however, because most hunters who hunt deer also like to hunt turkeys, ducks or other small game if present.

Short-term leases normally involve daily, weekend or week-long hunts, sometimes called day leases or “package” hunts. Daily lease arrangements are common for small game and waterfowl. The traditional dove shoot is a good example.

■ The most common hunt lease is an annual recreational lease for all wildlife species. This type of lease might include other privileges in addition to hunting, such as camping and fishing.

■ This arrangement is most desirable to hunters because it allows access to the property throughout the year.

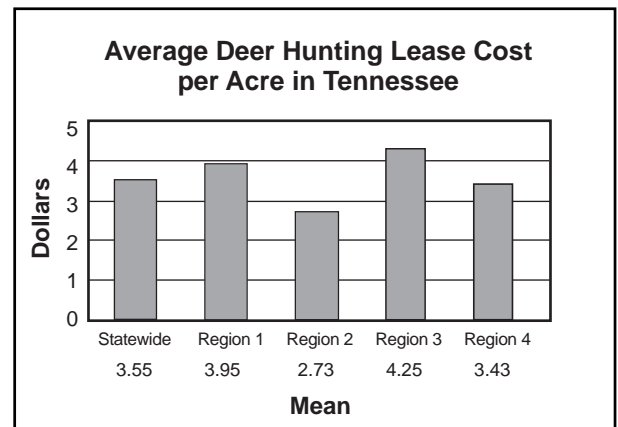
■ The annual recreational lease often evolves into multi-year or long-term agreements.

## Lease cost

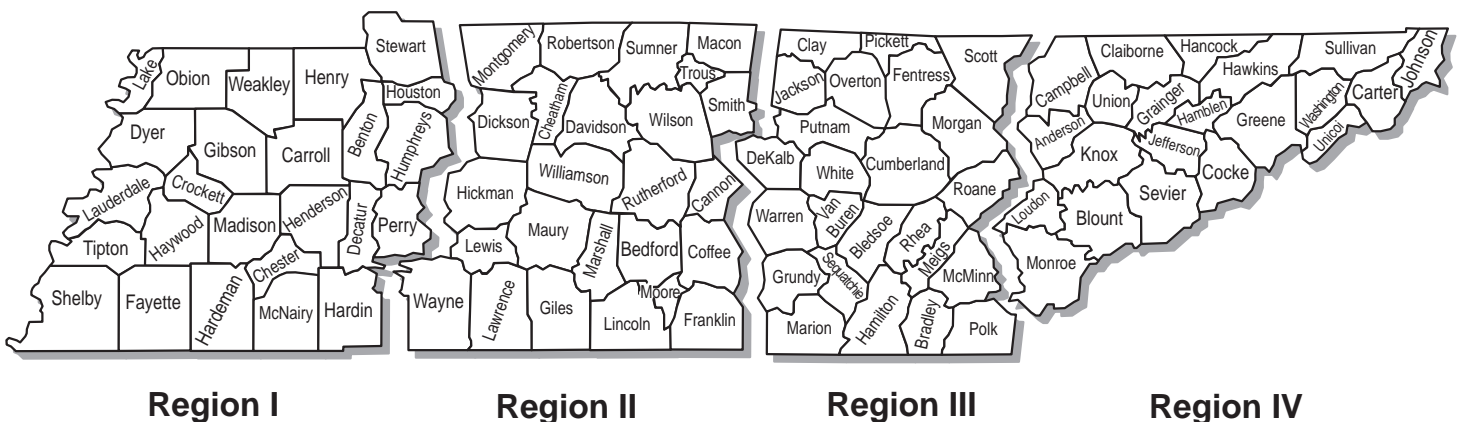
**P**rice of the lease is always a major consideration. There are many ways of determining lease cost and how it is paid. It is difficult to put a value on hunting – it varies with each individual; nonetheless, most lease prices are assessed on a per-acre basis and determined by “the going rate.” While this may be traditional, it is important to realize the going rate may not be appropriate for the property you are considering. For example, the quality of habitat may vary greatly among properties in a particular region. Naturally, this influences the number and quality of wildlife present. The average deer-hunting lease in Tennessee is just over \$3.50/acre; however, this varies by region. Alternative methods used in determining the lease price include submitting sealed bids and offering enough to pay the property taxes. Helping a farmer with various tasks each year, such as getting in hay, painting a barn, or erecting and maintaining fences, are other options for covering lease “costs.”

Amenities offered or present on the property may influence the lease price considerably. Hunter accommodations are the second-most important factor (behind property size) in determining lease price. The presence of a cabin with electricity and running water available for hunters to use may be worth an additional \$1,000 per year. A more primitive structure, though weatherproof, may be “thrown in” for free if you are willing to maintain it through the year(s) and perform repairs as necessary. A cleaning shed with running water or a walk-in cooler to hang game are other amenities that can increase the value of a lease. At a minimum, deer-hunting leases should have a small building or shed that serves as a check-in station for all deer to be recorded and data collected.

In most cases, these amenities are owned by the landowner, but not always. With the landowner's permission, you may construct a cabin or bring a camper-trailer to the property and leave it throughout the hunting season. You should realize that some items become the property of the landowner when applied, such as seed, lime, fertilizer, signs or permanent stands built on site. Other more significant costs, such as a cabin, should have prior arrangements as to who is responsible for the cost and resulting ownership if the lease or club dissolves. Often clubs agree to maintain logging roads and woods roads by sowing; mowing; and clearing fallen trees, limbs, and debris in exchange for structure usage. Another added value to a lease might include access to a tractor and implements on the property. Some landowners are willing to implement habitat work for a specified increase in the lease fee. Nonetheless, all issues should be outlined in the lease agreement.



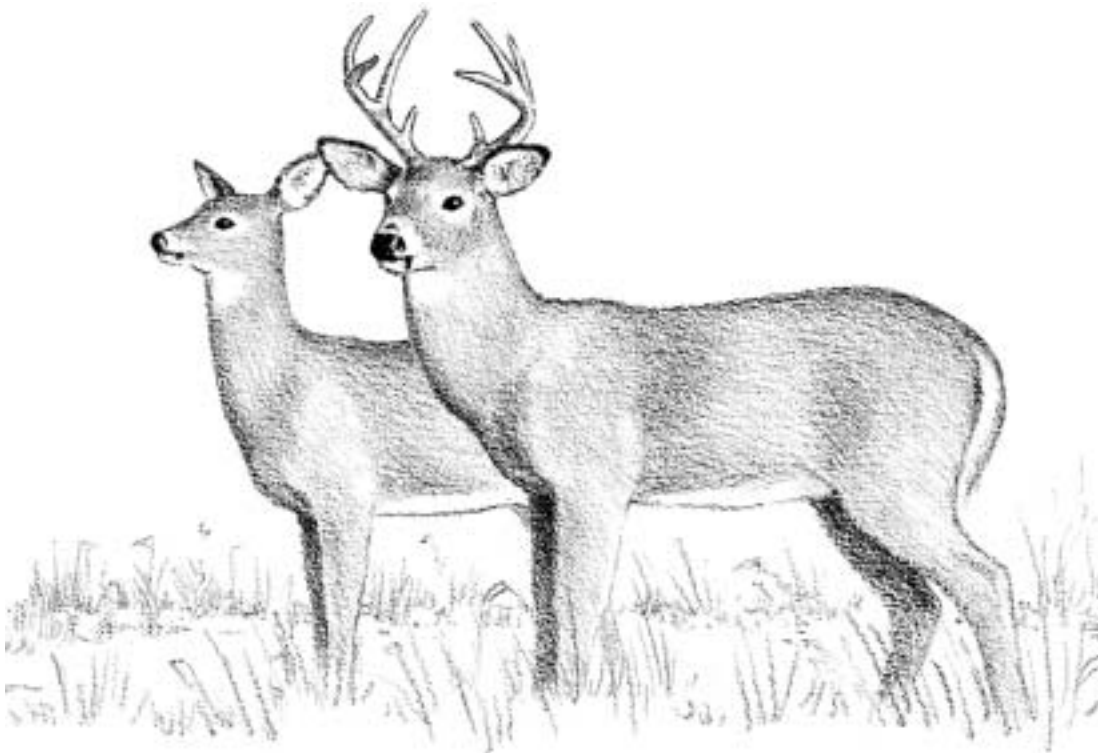
## Tennessee Wildlife Resources Agency (TWRA) Regions



## Summary

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**F**inding property to lease for hunting is not always easy. Once it is found, several steps should be taken to insure the club and property are managed effectively and efficiently. Success of the hunt lease often hinges on relations with the landowner, and this relationship may determine the lease arrangement and management options. Although amenities on the property influence lease price, they also increase enjoyment and success and lead to more days afield. Habitat and population management plans are only as good as the dedication of each member of the lease. When everyone pulls his or her own weight, club success is realized sooner, with an increased sense of accomplishment. Finally, remember to have fun! Do not let your drive to have a successful hunting spot turn into a chore. Spending time outdoors with family and friends should be savored and not taken for granted.



## **APPENDIX A. Sample hunting lease, contract and agreement.**

### **I. General**

1. This agreement is entered into by \_\_\_\_\_ of \_\_\_\_\_ County, state of \_\_\_\_\_, hereinafter referred to as Lessor or landowner, and by \_\_\_\_\_, hereinafter referred to as Lessee or club. The above hunting club is represented by \_\_\_\_\_, who has the title of \_\_\_\_\_. The club address is \_\_\_\_\_ and the primary telephone contact is \_\_\_\_\_.

2. The purpose of this agreement is to lease the access and hunting privileges for the following game species, \_\_\_\_\_.

3. The period of this agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ and be on an annual basis.

4. Hunting and access privileges are granted for the property owned by the above landowner and further referenced by attached map. Tract is \_\_\_\_\_ (all or portion) of the property listed in the Assessor's office in \_\_\_\_\_ County, state of \_\_\_\_\_ and described as Tax Map # \_\_\_\_\_, Parcel # \_\_\_\_\_. Tract is also referenced in the Register of Deed's office in \_\_\_\_\_ County, state of \_\_\_\_\_ and described as Deed Book # \_\_\_\_\_, Page # \_\_\_\_\_.

5. Access and hunting privileges are to be at the annual rate of \$\_\_\_\_\_ per acre per year.

6. Agreement in no way supersedes the ownership with associated rights and privileges by the above landowner. Agreement is specific only to the privilege to access and enjoy the opportunity to hunt and spend time on the property. Owner retains full ability to improve, develop, modify or sell property at any time. Owner controls ability to conduct normal land management activities such as cattle management, row and hay cropping, forest management (including timber harvesting) or mining. The activities may take place at any time on the property without notice, including during hunting season.

### **II. Landowner (Lessor) agrees to the following:**

1. To guarantee legal and lawful ownership of the property and the subsequent ability to lease hunting privileges.
2. To provide legal and lawful access to the above tract for club use. Landowner does not guarantee access across adjoining landowners to access potentially remote areas of the property.
3. To provide for automatic renewal of the lease on an annual basis unless a certified letter is mailed prior to 60 days before expiration of the lease notifying the club of impending cancellation of this agreement.

### **III. Club (Lessee) agrees to the following:**

1. To pay the annual lease in full no later than 30 days prior to renewal date. Renewal date is the same as the expiration date listed above.
2. Not to sub-lease the full lease or portions thereof (i.e., small game or hiking privileges) without the written consent of landowner.
3. To provide a club membership list to the landowner, as per the attached sheet, on at least an annual basis. An updated version must be prepared and presented to landowner at any time within seven days of request.



4. Club agrees the landowner makes no guarantee as to the amount or quality of game present on the property or potential or anticipated success rates.
5. Club agrees to faithfully abide by all Tennessee Wildlife Resources Agency regulations as per the annual hunting guide.
6. Club acknowledges \_\_\_\_\_ is (are) acting as agent(s) for the landowner under this agreement.
7. Club agrees to reimburse landowner for damages to fences, gates, bridges, roads, structures, equipment, crops or other improvements and property of the landowner, incident to the use of the property under this agreement.
8. Club agrees to prevent and assist in the suppression of any wildfire within the lease area when members are on the property.
9. Club agrees to keep lease area clean from litter such as fast food and lunch wrappers, cans, bottles or camp refuse. ALL material taken in will be removed from the area at the conclusion of the hunt.
10. Club and members of the club agree to hold the lessor/landowner and this agent and employees harmless from any and all claims arising from damages to property or the person(s) of the club, agents or guests that may arise from the use of the above-described property.
11. Club agrees that the landowner and this agent reserve the right to suspend the use of the property for recreation and hunting purposes under extreme weather conditions such as prolonged drought with associated high fire danger.
12. Club agrees that the landowner or this agent may restrict hunting on a daily, weekly or seasonal basis on portions of the property with active management in progress such as logging, cattle or grain harvesting, etc. These areas will be designated as safety zones at the discretion of the landowner or this agent.
13. Club agrees to maintain boundary lines at club expense for labor and at club expense for signs. Club agrees to paint boundary line at a maximum of five-year intervals at the request of the landowner. Paint to be provided at landowner expense.

#### **IV. Additional Provisions:**

1. Failure on the part of either party, herein mentioned, to fulfill and honor these contractual agreements will be sufficient cause to terminate this contract.
2. Landowner's agent \_\_\_\_\_ of \_\_\_\_\_ shall have the right to visit the lease area at any time for inspection and shall have immediate authority to enforce terms of this contract.
3. Club may be held liable for damage from fire caused by arson or gross negligence to timber, structures or other improvements.
4. Under no circumstances does this agreement allow club members access to adjoining property owned by other parties, or other lands owned by this landowner not described by map and other information at the beginning of this agreement.
5. The use of firearms for non-hunting purposes such as target shooting or "sighting-in" will only take place outside of legal hunting seasons and at a site approved by landowner.
6. All firearms will be unloaded and cased during transport on any motorized vehicle, **including** ATVs.
7. Under no circumstances will firearms be loaded while at "camp" or during other than legal shooting hours.

8. Blaze orange (hunter orange) will be required as per state requirements during all muzzleloader and rifle deer seasons, regardless of weapon carried (i.e., use of archery tackle in these seasons). A minimum of 500 square inches of **SOLID** blaze orange is required on upper body **AND** head. Blaze orange is to be worn at **ALL** times during legal shooting hours, including while in a tree stand, ground blind or while riding an ATV in the lease area. Camouflage blaze orange material is specifically prohibited.

9. All animals will be tagged immediately upon harvest, as per state regulations.

10. The use of four-wheel drive vehicles and ATVs is limited to all existing roads and trails as of \_\_\_\_\_. Use is restricted to provide and maintain a high-quality hunting area and experience. Two exceptions apply to the use of these vehicles. First is the **IMMEDIATE AND DIRECT** retrieval of big game (deer only) and second is for **MEDICAL EMERGENCIES**. Further, these temporary trails do **NOT** become acceptable, permanent trails or roads. All motorized vehicle will be equipped with mufflers.

11. Campsites, if permitted, are restricted to locations approved by landowner.

12. Guest policy to be set by club with landowner reserving the following requirements. First, the number of guests on the lease can never exceed the number of club members at any one time. Second, guests are allowed on the lease only with the club member present.

13. Gate locks, chain and chain locks to be provided at club expense. Keys to be provided initially (and within 48 hours following a change in lock) to landowner, this agent, Tennessee Division of Forestry personnel at the nearest fire tower and a local TWRA wildlife officer. Other keys shall be restricted solely to club members and not to any other individuals without permission of landowner. At no time shall a guest be in possession of a key to property.

14. All club members and guests will be legally licensed and permitted.

15. All club members and guests born after January 1, 1969 must have taken and passed an approved hunter education class and have on their person either a valid card or temporary certificate.

16. No club members or guests shall hunt or be on the property under the influence of alcohol, drugs or prescription medication that will impact their ability to safely operate firearms, tree stands, ATVs, etc.

17. Under no circumstances will access be denied or obstructed to the landowner or representatives of TDF or TWRA in the function of their duties.

18. The use of permanent tree stands on the lease area is strictly prohibited. Safety belts or straps **MUST** be used at all times with portable stands while ascending, hunting or descending trees.

## **V. Improvements to Property**

1. It is understood by the club that the owner retains full control of the property under this agreement and that the club is only leasing the privilege of the use of the property for recreational hunting.

2. It is understood by the landowner that the club may wish or desire to make improvements in the property to increase their enjoyment and success. The landowner understands this is one of the inherent benefits to sportsmen and women in a hunting lease and the landowner would like to work with the club under the following provisions:

a.) Two categories of improvements will be considered. The first is that of “**minor**” improvements, such as the labor and material for chains and locks for gates, gravel for roads and trails, seed, lime, fertilizer for food plots, annual or semi-annual disking, bushhogging, or prescribed burning of wildlife openings, etc. **The minor improvements and associated expenses require verbal authorization of the landowner and immediately become the property of the landowner.** Cancellation of the agreement by either party, or expiration, will not result in the refund of these costs to the club.

b.) The second category of improvements is considered as “**major**” improvements, such as the labor and material for gates, construction of new roads or trails, clearing of wildlife openings or food plots, ponds, shooting ranges or shelters and hunting cabins. **These “major” improvements require written authorization of the landowner.** The landowner, at his or her discretion, can offer to pay for these improvements, share the expense with the club or require the club to pay for the improvement in full. Landowner agrees and understands that these improvements are a value to the property for a reasonable length of time. These expenses will, for the purpose of this agreement only, be depreciated on a straight line basis over five years. If the club cancels this agreement, or allows the lease to expire, the landowner is not obligated to cover any reimbursement of expenses. However, if the lease is terminated or canceled by the landowner, the landowner agrees to reimburse the club for its share of the remaining depreciated expenses on **major** improvements to the property.

Agreed this \_\_\_\_\_ of \_\_\_\_\_ , \_\_\_\_\_.

\_\_\_\_\_ Lessee (Club) \_\_\_\_\_ (Witness)

\_\_\_\_\_ Lessee (Club) \_\_\_\_\_ (Witness)

**APPENDIX B.**  
**SAMPLE ANNUAL HUNTING LEASE**

(May be used for Season Lease)

*State of Tennessee*

County of \_\_\_\_\_

Subject to the terms and conditions set forth in this document, \_\_\_\_\_ (hereinafter called LESSOR) does hereby grant to \_\_\_\_\_ (hereinafter called LESSEE) the right to access and hunt only the following game species: LIST SPECIES that may be found upon and harvested from the following property(s).

DESCRIBE PROPERTY/REFER TO AN ATTACHED MAP

treated as comprising a total of \_\_\_\_\_ acres, more or less.

The term of this lease shall run from (date) \_\_\_\_\_ to (date) \_\_\_\_\_.

**The LESSEE hereby agrees to:**

Pay to the LESSOR the sum of (\$) \_\_\_\_\_ per acre, totaling (\$) \_\_\_\_\_ on or before (date) \_\_\_\_\_.

Allow LESSOR to hold in deposit the sum of (\$) \_\_\_\_\_, refundable at the termination of this lease if the lease agreement has been adhered to and no damages have been placed upon the LESSOR as a result of the actions of the LESSEE.

Abide by hunting regulations prescribed by LESSOR.

Abide by all state and federal hunting regulations.

Harvest game species only in accordance with HARVEST PLAN prescribed by LESSOR.

Be personally responsible for the actions and activities of all persons hunting under this lease and to act as a representative in matters regarding all activities carried out under this lease.

Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles and in vicinity of all buildings.

Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area.

See that vehicles are driven only on established roads and to see that all gates are left as originally found.

Maintain a "No Hunting" or shooting zone within 200 yards of any occupied building and around all other designated areas.

Keep records of all game harvested and supply these records to the LESSOR.

Remove all structures placed or constructed by LESSEE from the lease area at termination of this lease unless prearranged with LESSOR.

Limit number of hunters so not to exceed \_\_\_\_\_ with number on lease property at any one time not to exceed \_\_\_\_\_.

Provide the LESSOR with a current certificate of insurance covering the LESSOR, LESSEE and all guests of the LESSOR against damages and liabilities. Coverage shall be in at least the amount of \$500,000.

Abide by all written rules and regulations supplied at the onset of this agreement.



**The LESSOR hereby agrees:**

That only the LESSEE and his GUESTS shall have hunting rights on the leased area during the term of this lease except those reserved as follows:

---

Quotas of game species offered the LESSEE be reasonable and equitable, commensurate with the management goals established for the leased area and compatible with regulations of the State of Tennessee.

*Note: If quotas are established, they should be attached and referred to in the lease document.*

To establish a game harvest plan and hunting harvest quotas, after consultation with LESSEE, and advise LESSEE of the quotas for leased area, or portions thereof.

*Note: If a game harvest plan is established, it should be attached and referred to in the lease document.*

Agricultural and/or forestry practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting shall not interfere with any such practices. It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits and fees.

LESSEE shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the LESSOR.

The addresses of the parties hereto for the communication of notices are, unless altered by written notice, as follows:

For the LESSOR:

For the LESSEE:

This agreement automatically will be renewed on an annual basis unless written notice is delivered on or before (date)\_\_\_\_\_.

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, all other provisions and this agreement shall be constructed as if such invalid, illegal or unenforceable provision has never been contained herein.

This agreement shall be constructed under and in accordance with the laws of the State of Tennessee.

**Lessee recognizes the inherent dangers associated with hunting, both natural and human-created. Lessee recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the premises aforementioned. Lessee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, lessee agrees to indemnify and hold harmless landowner and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by lessee or lessee's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of landowner for all expenses and suits including but not limited to, judgments, attorney's fees and court costs.**

*Note: This liability release must be on the same page as the signatures and it is the landowner's responsibility to ensure that each lessee has read and understood its meaning. The release clause in Appendix B may be substituted here.*

Executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____ Lessor	_____ Lessee
_____ Lessor	_____ Lessee
_____ Lessor	_____ Lessee

*Note: If the hunting group is not incorporated, all hunters should sign the lease agreement.*

**APPENDIX C.**  
**SAMPLE SHORT-TERM AGREEMENT**

(May also serve as the access permit for short-term agreements)  
*State of Tennessee*

County of \_\_\_\_\_

Subject to the terms and conditions set forth in this document, \_\_\_\_\_ (hereinafter called LANDOWNER) does hereby grant to \_\_\_\_\_ (hereinafter called PERMITEE) the right to access and hunt only the following game species. LIST SPECIES that may be found upon and harvested from the following property(s).

DESCRIBE PROPERTY/REFER TO AN ATTACHED MAP

1. The term of this permit shall run from (date) \_\_\_\_\_ to (date) \_\_\_\_\_.

2. The PERMITEE hereby agrees to:

Pay unto the LANDOWNER in advance a fee of (\$) \_\_\_\_\_.

Abide by all state and federal hunting regulations.

See that vehicles are driven only on established roads and see that all gates are left as originally found.

Maintain a "No Hunting" or shooting zone within 200 yards of any occupied building and around all other designated areas.

Keep records of all game harvested and supply these records to the LANDOWNER.

Remove all structures placed or constructed by PERMITEE from the property at termination of this lease unless prearranged with LANDOWNER.

Abide by all written rules and regulations supplied at the onset of this agreement.

LANDOWNER will not authorize a number of persons in excess of \_\_\_\_\_ to hunt on this tract during the period of this permit.

This agreement shall be constructed under and in accordance with the laws of the state of Tennessee.

I, the undersigned PERMITEE, do hereby assume all risks associated with hunting (and/or any other intended activity) and do hereby release \_\_\_\_\_ and all their properties and their agents of any and all negligence.

Executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
LANDOWNER

\_\_\_\_\_  
PERMITEE

**APPENDIX D.**  
**SAMPLE HUNTING ACCESS PERMIT**

(May be used for courtesy hunting permit when written permission is required.)

**HUNTING PERMIT**

Date: \_\_\_\_\_

To whom it may concern:

The bearer of this permit, \_\_\_\_\_,

has permission to hunt on the following property:

\_\_\_\_\_

(Name of Farm or Property)

located at \_\_\_\_\_, during the  
period \_\_\_\_\_.

He/she agrees to obey the current state and federal hunting regulations and to repair or pay for any property damages that he/she may cause. He/she has been shown the property boundaries and agrees not to hunt on adjacent properties without written permission.

Landowner: \_\_\_\_\_

Permittee: \_\_\_\_\_

# **SAMPLE HUNTING LEASE RULES AND REGULATIONS**

**Note:** The following rules and regulations are applicable to the lease period \_\_\_\_ to \_\_\_\_\_. Rules and regulations cover items such as general club administration; hunting and harvest; specific regulations governing deer, wild turkey and small game; firearm safety; and the use of ATVs, tree stands and blaze orange. ALL rules and regulations listed below apply to ALL members and guests on the area at any given time. Consistent, fair and thorough rules and regulations are a necessity to a safe and high-quality hunting experience. [Landowner] reserves the right to modify, add, delete or change the rules/regulations below on an emergency basis during the balance of the lease year. However, such changes will be mailed to club members and posted at the check station.

## **A. GENERAL ADMINISTRATION**

### **1. Miscellaneous:**

- a) Leased property is owned by \_\_\_\_\_.
- b) Lease is \_\_\_\_ acres (+,-) and is located in \_\_\_\_\_ County.
- c) Lease is year-to-year and subject to cancellation by [landowner]. Lease period is from \_\_\_\_ to \_\_\_\_.
- d) Leased property available to members is shown on attached map. Exterior lines are marked on the ground by red boundary marking paint and/or \_\_\_\_ Hunting Club signs.
- e) Exceptions: Two interior exceptions are private holdings and are closed to club members. Both are marked on the club map and are marked on the ground with red boundary marking paint and/or \_\_\_\_ Hunting Club signs and/or Safety Zone signs.
- f) Access is through the main gate off of the Highway \_\_\_\_, \_\_\_\_ Road (county, gravel base) or \_\_\_\_ road (gravel and gated).
- g) Insurance is maintained by \_\_\_\_\_ for club members and kept on file. Insurance is a \$2,000,000 policy obtained through \_\_\_\_\_.
- h) [Landowner] makes no guarantee as to the amount or quality of game present on the property or potential or anticipated success rates.
- i) Club meetings are tentatively scheduled each year for March, June and September. Meeting topics will include club rule updates, upcoming or past seasons, doe and button buck ID, antler scoring, deer aging, deer census results, forest and wildlife management topics or guest speakers.

### **2. Membership:**

- a) Membership year is July 1, 20\_\_ to June 30, 20\_\_.
- b) Dues for \_\_\_\_ period are \$\_\_\_\_. Anticipated dues for \_\_\_\_ are \$\_\_\_\_.
- c) Application package consists of rules and regulations and application.
- d) Member package consists of member card, key(s), property map and receipt.
- e) Conviction of state game law(s) may prohibit membership. Conviction of state game law(s) during membership will result in loss of membership privileges.
- f) Priority for succeeding year's membership will be granted to existing members if they are in good standing.
- g) Number of memberships for \_\_\_\_ season will be \_\_\_\_\_. Membership numbers may be raised or lowered at the discretion of [Landowner and/or property manager]. If membership needs to be reduced, the first attempt will be through member attrition (non-renewal) and second by seniority (length of membership).
- h) Minimum age for membership is 16.
- i) A waiting list will be maintained for interested members. Names will be kept for two years unless renewed.
- j) Applications for renewal will be available at the club meeting in May. Applications will be mailed to members who do not attend the meeting. On July 1, 2002, applications for membership will be mailed to individuals who have been on the waiting list for the last two calendar years. Applications will be taken by these individuals or past members who have not yet re-joined, with equal priority through July 31. Applications from interested and qualified individuals will be taken through the day before archery season on a first-come, first-served basis.
- k) Refunds will be given for 80 percent of membership fee if canceled before opening day of archery season. No refunds will be given after that date.
- l) Late memberships will be sold, if available, during the lease period at the following rates: 80 percent after the opening of archery until the opening of the first muzzleloader season. 70 percent after the opening of first muzzleloader season until the opening of rifle season. 60 percent after the opening of rifle season until the end of



deer season. 50 percent after the end of deer season until the opening of spring turkey season. 40 percent after the opening of turkey season until the end of the annual lease period. Refunds are not available on partial year, late memberships.

- m) Memberships may not be sub-leased, sold or transferred.
- n) Members may be held financially accountable for intentional damage to fences, gates, bridges, roads, structures, equipment, crops, food plots or other improvements owned by [landowner].
- o) Members agree to hold [landowner] harmless from any and all claims arising from damages to property by member or injury to member from use of the lease area.

### **3. Guest Policy:**

- a) Members are allowed to bring one guest per hunting trip. Exception: a member may bring two juveniles or one juvenile and one non-hunting adult on the juvenile deer and turkey hunts.
- b) Members are responsible for all actions of guests and are responsible for any fines. It is the member's responsibility to make sure the guest has read, understood and agrees to abide by all club rules and regulations, as well as state and federal wildlife laws.
- c) Memberships are on an individual basis. Family members are guests unless they have a separate membership.
- d) Guests must have all appropriate licenses, permits, tags and proof of hunter education if applicable.
- e) All club rules and regulations apply to guests.
- f) Guests must check in and out with members.
- g) Guests must fill out Sighting/Harvest cards just like members at the conclusion of the hunt.
- h) Guests must hunt in the same compartment as the member.
- i) Guests under the age of 16 (including family members) must hunt within sight of member.
- j) Guests under the age of 10 (including family members) must hunt with a member at least 21 years old who must remain in a position to take immediate control of the hunting device as per state law.
- k) Guests are required to enter and leave property with member, riding with member and not bringing their own vehicle and/or ATV.
- l) Deer and turkey harvested by member's guests apply towards member's annual bag limit.
- m) Guests agree to hold [landowner] harmless from any and all claims arising from damages to property of the guest or injury to the guest from use of the lease area.

## **B. HUNTING AND HARVEST**

### **1. General:**

- a) Members and guests must follow all applicable state and federal wildlife laws.
- b) Club rules and regulations may be more restrictive than state or federal laws.
- c) TWRA officers are provided keys to gates and are welcome on the property at any time for any purpose. Members and guests are expected to cooperate fully and assist officers at all times.
- d) All appropriate state and federal licenses, permits, tags, etc. will be acquired by members and guests and possessed as required.
- e) All members and guests born on or after January 1, 1969 must carry proof of completion of hunter education.
- f) No trash, fast food and lunch wrappers, cans, bottles, camp refuse or other litter will be deposited or left on the hunting area at any time for any reason.
- g) No member or guest will hunt under the influence of alcohol or drugs. Members are discouraged from hunting when taking prescription or over-the-counter medications that contain warnings regarding drowsiness or operating machinery.
- h) Bait (including salt) is prohibited in the area by members or guests at any time of the year. No feeders may be installed on the area. Feeders found will be confiscated and become the property of [Landowner/property manager]. Salt licks will be maintained only by [property manager]. *Bait Exception:* Bait may be used by [property manager] and personnel during camera census operations.
- i) No member or guest shall block any road, gate or other access with vehicles or ATVs.
- j) Dirt bikes are prohibited in the lease area at any time.
- k) No member shall use plastic flagging (surveyor's tape) to mark trails, routes, etc. Biodegradable flagging is permitted. "Night eyes" are permitted. No member shall paint or blaze trees, etc.
- l) Members and guests are encouraged to remain on a stand until after 9:00 a.m., if possible, and avoid moving

through the woods or on roads in vehicles (especially ATVs). Likewise, members and guests are encouraged to be on a stand by 3:00 p.m. whenever possible.

- m) Notice of any trespassers should be passed on to [Landowner] immediately.
- n) In conditions of moderate fire danger, no open fires will be permitted at the camping area or checking station. (Note: open fires are not permitted anywhere else on the property at any time of the year).
- o) Members are prohibited from removing or altering deer sign (e.g., rubs and scrapes).

## 2. Safety Zones:

Safety zones are posted permanently around interior exceptions and the campground site. Other safety zones may be posted at any time in the field or on a temporary map at the check station without prior notice by [Landowner].

## 3. Membership Cards:

- a) Each member will receive a membership card.
- b) Member ID card must be carried at all times whenever on the property.
- c) Guest card is to be carried by guests at all times whenever on the property.
- d) Vehicle pass must be left on the dashboard of vehicle when on the property whether parked or moving.
- e) ATV permit and pass must be attached to ATV when on the property – even if loaded on trailer or in truck bed.

## 4. Campground:

- a) Camping is only permitted at designated campsite(s) shown on club map in checking station.
- b) Camping is primitive with no facilities.
- c) Open fires are permitted at campground, but must not be left unattended.
- d) Downed or fallen wood can be used. Firewood can be cut at designated areas only.
- e) Existing buildings and other structures near campground are not to be used or entered.
- f) Campers may not be left during season. No campers will be allowed on the property sooner than 14 days before opening of archery season. All campers must be removed no later than one week following the end of spring turkey season. [Landowner] is not responsible for any campers or equipment left unattended on the property.

## 5. Check In/Check Out:

- a) All members and guests must check in and check out at the club check station when on the property for any reason. Violation of this rule may result in loss of club privileges and membership. **Note:** even if not hunting or scouting within the main gate, members are still required to check in and check out at the club check station.
- b) No member may sign in or out for another member and no guest may sign in or out for another member or guest.
- c) No member or member guest may sign in prior to 4:00 a.m. Hunters must sign in by compartment within limit of number of hunters allowed within a compartment. Once a member signs in, he/she has the right to hunt that compartment for that day. All sign-ups are null and void each day at one-half hour after sunset. The number of hunters per compartment includes the total number of members plus guests.

## 6. Sighting/Harvest Cards:

- a) Each member and guest must fill out a sighting/harvest card each day following the conclusion of their hunt, including deer, wild turkey and small game.
- b) Failure to fill out a sighting/harvest card at the end of a hunt will result in a fine of \$25 applied to next year's membership.
- c) Failure to fill out and obtain required information on harvested game will result in a fine of \$50 applied to next year's membership. **Note:** This information is **essential** to managing wildlife populations.
- d) Wild turkeys harvested must be weighed and beard and spurs measured. Two Polaroid® pictures must be taken of each harvested turkey. Equipment is provided at the club check station. One is to be placed on the hunter picture board in the check station and the other stapled to the sighting/harvest card. A third courtesy picture also may be taken for the member or guest to keep.
- e) Deer harvested must be sexed, antler points recorded, weighed (field dressed), checked for lactation (does) and a jawbone removed and tagged and placed in fish basket in club check station. Two Polaroid® pictures must be taken of each harvested deer. Equipment is provided at the club check station. One is to be placed on the hunter picture board in the check station and the other stapled to the sighting/harvest card. A third picture also may be taken for the member or guest to keep.

- f) Polaroid® pictures of harvested deer and wild turkeys shall be left on the check station board until the end of the season.

**No deer or wild turkey will be removed from the property  
without the appropriate data collected!!**

#### **7. Deer-hunting Regulations:**

- a) Deer regulations are designed to manage the deer herd under quality deer management (QDM) guidelines, which are designed to protect fawn and yearling bucks and strive to have a deer herd in a balanced sex ratio slightly below the carrying capacity of the property.
- b) Members and guests are the “managers.”
- c) Members must not only determine if a deer is antlered or antlerless before they shoot, but must also determine that it is a qualifying buck or doe. Antlerless deer are not always does!
- d) Limit is two qualifying bucks and “X” does per membership per year. Membership limit **includes** deer killed by member’s guests.
- e) Limit may be adjusted up or down for both bucks and does each year by [property manager] based upon harvest results, sighting records, camera census or landowner’s objectives.
- f) Legal bucks include those with a **minimum score of 100 points (gross), using the Boone and Crockett scoring system**. Field criteria is 8 points or more with a spread equal to or greater than the ears. **Bucks with less than 100 points are protected**. Minimum score in future years may be raised or lowered based on harvest data. **The goal is not to harvest yearling bucks and let them mature to at least 2.5 years or older**.
- g) Fines for sub-legal bucks will be \$50 for the first “mistake,” and that buck counts toward the member’s 2-buck limit. The second “mistake” antlered buck will cost the member \$100 and will complete the member’s limit. If the member continues to hunt for a doe during allowable seasons and shoots a third “mistake” buck (regardless of score!), the fine is \$500 and the member cannot deer hunt the balance of the deer season on the lease. Fines are cumulative and assessed as an addition to the next year’s membership dues.
- h) Buck fawns count towards the member’s 2-buck limit.
- i) All bucks killed with visible antlers of at least 3 inches or greater (regardless of qualifying or sub-legal) will be scored by [property manager]. All antlered bucks must be preserved as either a mount or as antlers attached to skull cap to preserve inside spread. Antlers may be brought to subsequent club meetings or scored by appointment or other arrangements.

**IF YOU ARE NOT SURE – DO NOT SHOOT!  
DEAD DEER DO NOT GROW!**

- j) All harvested deer on the property must have a temporary harvest tag attached at all times when on the property, including at point of harvest, during dragging and transporting, while in or on a motorized vehicle, and when at camp as per state law.
- k) All deer killed on lease must be checked in at a state-authorized big game checking station for a permanent tag after leaving the property as per state law.
- l) Members and guests are expected to follow up and trail any deer shot until all efforts have been exhausted. This may take more than just several hours. Hunters trailing after dark must leave a note at the check station board.
- m) Deer found dead should be reported to [Landowner and/or property manager].

#### **8. Turkey Hunting Regulations:**

- a) Limit is two bearded turkeys per membership per year. Wild turkeys harvested by guests count toward member’s limit.
- b) Stalking wild turkeys is prohibited.
- c) Possession or use of turkey calls, including shock calls, is prohibited on the lease from March 1<sup>st</sup> to the beginning of the spring season.
- d) Limits may be increased or decreased on an annual basis, based upon population level.
- e) All turkeys killed on the property must have a temporary harvest tag attached at all times when on the property, including at point of harvest, during dragging and transporting, while in or on a motorized vehicle, and at camp as per state law.

- f) All turkeys killed on lease must be checked in at state authorized big game checking station for a permanent game tag after leaving the property as per state law.

## 9. Small Game Regulations:

- a) Small game hunting is prohibited during deer and turkey season. **Exception:** coyotes and bobcats may be taken as per state regulations while hunting big game.
- b) Daily bag limits follow state regulations.

## C. FIREARMS SAFETY

**Note:** There is no excuse for a firearm “accident.” Handle your firearm with respect and demand the same from other members and guests. Remember to handle firearms as if they were loaded at all times, control the direction of the muzzle and be sure of your target and what is beyond **before** you pull the trigger. Wishing, hoping or praying will **never** bring back a bullet or arrow after it is fired or released.

- 1) Loaded firearms are prohibited in or on vehicles at all times, including ATVs. This applies whether they are “running,” moving or not. Members are encouraged to have all firearms cased when not hunting.
- 2) Shooting from or within 25 feet of any motorized vehicle is prohibited.
- 3) No loaded firearms between two hours after sunset to two hours before sunrise. **Exception:** Raccoon hunting during small game season.
- 4) No loaded firearms at any time in the safety zones, including the campground and club check station areas.
- 5) Shooting is prohibited across or along any road open to motorized vehicles.
- 6) Shooting is prohibited across property lines.
- 7) Target practice or “sighting-in” is to be done only at designated areas.

## D. ATVs

**Note:** No more useful but abused device has ever been available to sportsmen and women. Indiscriminate use of ATVs can destroy the quality of a hunting area and the associated experience. Irresponsible use of ATVs by members or guests **will not** be tolerated. Treat these machines with respect – many more hunters are injured or killed by these each year than with tree stands and firearms combined.

- 1) Regulations below also apply to all motorized vehicles.
- 2) All motorized vehicles are restricted to main, legal roads. These roads are designated at the check station on the master map.
- 3) ATVs must be parked within 50 feet of the centerline of the road.
- 4) ATV permit must be attached to ATV while on the property.
- 5) ATVs may only be operated past the legal end of a road or trail (marked by blue paint) or further than 50 feet from the centerline of the road **only** in a life-threatening medical emergency or for the **direct** retrieval of deer.

## E. TREE STANDS

**Note:** Tree stands are useful tools in deer hunting; however, treat your stand with respect. Tree stand injuries and deaths are second only to ATVs and are much more common than accidents with firearms. Do not use tree stands in inclement weather, such as high winds or ice.

- 1) Permanent tree stands are prohibited.
- 2) Temporary tree stands are allowed. Tree stands may be left during the season at the sole risk of the member. Stands may not be placed before 10 days prior to the opening of archery season and must be removed no later than 10 days following the end of deer season. Stands found outside of these dates will be removed and held by [Landowner and/or property manager].
- 3) Placement of stands **does not** reserve a hunting area.
- 4) All stands left in the woods must be marked with member’s name and [Club name]. Stands found without this information will be confiscated and become property of [Landowner and/or property owner].
- 5) The use of safety belts, straps or harnesses is required.



## **F. BLAZE ORANGE**

- 1) During muzzleloader and rifle deer seasons (including juvenile), members and guests must wear 500 square inches of solid blaze orange on the head and upper body from one-half hour before sunrise to one-half hour after sunset **including** while in a tree stand, blind or when operating an ATV. **Exceptions:** when in the cab of an enclosed vehicle, at the campground or check station (safety zone) or a helmet may be worn in lieu of a blaze orange hat while operating an ATV.
- 2) Blaze orange (as above) must be worn by all bowhunters during the muzzleloader and rifle seasons (state law).
- 3) Camouflage blaze orange is permitted as long as the entire body is covered by camouflage blaze orange fabric (including arms and legs) with a minimum of 500 square inches on the head and upper body. Additionally, a solid cap or hat must be worn.
- 4) Blaze orange is not required during the archery season.
- 5) Blaze orange hat or vest is required when transporting harvested wild turkey on foot or ATV.
- 6) Blaze orange cap or hat is required when hunting small game.

## **G. PENALTIES FOR VIOLATION OF CLUB RULES/REGULATIONS**

- 1) Violation of above rules and regulations will result in a verbal or written notice. Two or more per lease year, or five or more cumulative over time may result in loss of membership.
- 2) The following violations **will** result in immediate and permanent loss of club membership:
  - a) arson, theft or intentional damage to equipment or property of [Landowner]
  - b) physical altercation or threat to any other club member, guest or [Landowner]
  - c) spotlighting deer
  - d) hunting during closed season
  - e) refusal to abide by littering regulations
  - f) unauthorized use of ATV
  - g) failure to follow club requirements for the use of blaze orange
  - h) shooting from or from within 25 feet of a motorized vehicle
  - i) unauthorized duplication of keys
  - j) repeated violations of check-in and check-out policy
  - k) failure to use safety belt in tree stand (club insurance requirement)

**DISCLAIMER:** This publication is intended to provide basic information on fee-hunting and hunt leasing programs. Sample lease agreements and rules and regulations are for illustration purposes only. Persons entering a hunting lease agreement may wish to consult an attorney as well as other business advisors.

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Agricultural Extension Service, Charles L. Norman, Dean